

RESOLUTION No. 45-2008

Whereas, the City of Reading desires to provide for proper animal control and protect the health and safety of its citizens; and

Whereas, the City of Reading desires to contract with the Animal Rescue League of Berks County, Inc. to provide these services; now therefore,

The Council of the City of Reading hereby resolves as follows:

That Mayor Thomas M. McMahon be authorized to execute any and all necessary documents for proper animal control including, but not limited to, a certain contractual agreement between the Animal Rescue League, Inc. and the City of Reading (see attached Exhibit).

Passed Council March 24, 2008

Thomas M. McMahon
President of Council

Attest:

Linda A. Kelleher
City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 24 day of March, A. D. 2008. Witness my hand and seal of the said City this 24 day of March, A. D. 2008.
Linda A. Kelleher
CITY CLERK

AGREEMENT

This Agreement made this _____ day of April, 2008, between the ANIMAL RESCUE LEAGUE OF BERKS COUNTY, INC, hereinafter known as "ARL," and CITY OF READING, a political subdivision existing under the laws of the Commonwealth of Pennsylvania, hereinafter known as "Municipality."

WITNESSETH:

WHEREAS the ARL, is presently engaged in a non-profit function providing service and shelter to stray animals;

WHEREAS the Municipality desires to provide for proper animal control and protect the health and safety of its citizens;

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **Time of Performance.** The Municipality shall employ the ARL for a period of five years (April 1, 2008 through March 31, 2013) to provide services relative to stray and other domestic animals, as shall be more fully set forth herein.

2. The ARL will enforce within the boundaries of the aforesaid Municipality the provisions of the PA Dog Law, Act of Dec. 7, 1982, P.L. 784, No. 225, Art. I, s. 101. et. seq., 3 P.S. section 459-101, et. seq. (hereinafter "Dog Law") and subsequent legislative revisions in regard to animal control and any municipal animal control ordinances delegated to ARL enforcement.

3. On a daily basis, the ARL shall investigate all complaints of violation of the Dog Law, Cruelty Law (18 Pa.C.S.A. §5511) or any other animal related municipal animal control ordinance or State law received from the Municipality, its police force or residents, on a daily basis, except where precluded by State law.

4. **Services Provided.** The ARL shall perform services for the Municipality, which shall include the following:

(a) Provisions for shelter and board for stray, domestic animals, for five days prior to adoption and in the case of bite, for a ten day period;

(b) Provide an on-duty Humane Officer twenty-four hours a day to handle and facilitate all animal complaints;

(c) Pick up confined stray animals with the assistance of Reading Police Department on an as needed basis;

(d) Keep all adoptable animals for as long as physically equipped to house them;

(e) Disposal of stray animals at the discretion of ARL after such time at no additional cost to the Municipality. The ARL agrees to remove all dead animals and trash from its premises at no cost to the Municipality;

(f) The ARL shall have no responsibility or obligation to remove dead animals, domestic or wild, from roadways or private property.

5. **Professional Fees.** The Municipality shall pay the ARL on or before April 1st of each service year as provided for in Exhibit "A".

6. The ARL shall, to the best of its ability, conduct its function and operation in accordance with the ethics, rules and regulations set forth in its Charter and By-Laws.

7. **Status of ARL.** The ARL is an independent organization and in no way, directly or indirectly, shall the ARL be deemed an employee of the Municipality and none of its agents or officers shall be construed as, or represent themselves as employees of the Municipality. The ARL shall operate in accordance with the rules and regulations of the Commonwealth of

Pennsylvania and in accordance with the established rules and regulations of the Municipality which do not in any way conflict with the normal course of operations of the ARL.

8. The ARL shall be responsible to insure all employees for workers compensation coverage and all of its employees, vehicles and equipment for liability. A certificate of insurance coverage shall be provided upon request to the Municipality within thirty (30) days of acceptance and execution of this Agreement.

9. **Termination.** This Agreement or any part thereof may be terminated for any of the following reasons:

(a) If unknown circumstances arise and both parties agree that it is in the best interest of all involved to terminate the contract.

(b) By the City if the ARL violates a provision(s) in this contract.

(c) By the ARL if the City violates a provision(s) in this contract.

(d) At any time for any reason, other than a default by the other party under the terms of this contract as set forth in subsection (b) and (c) above, upon ninety (90) days prior written notice by either party hereto. If either party fails to give ninety (90) days notice, the defaulting party must pay liquidated damages equal to the amount of three months of the service year. In the event of termination by the ARL, the Municipality shall be entitled to a prorated reimbursement of the fee paid.

10. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

11. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

12. **Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

13. **Assignment of Rights:** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without prior, express and written consent of the other party.

14. **Notices:** All notices regarding this Agreement shall be in writing and shall be deemed to have been duly given: (i) upon receipt when delivered personally; (ii) three (3) business days after being mailed by first class certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after being sent by a reputable overnight delivery service, postage or delivery charges prepaid, to the parties at the following addresses:

(a) If to the Animal Rescue League:

Animal Rescue League of
Berks County, INC.
P.O. Box 69
Mohnton, PA 19540
Attention: Barrie A. Pease, President
Telephone No.: (610) 373-8830
Facsimile No.: (610) 372-6374
E-Mail: bpease@dejazzd.com

With a copy to:

Masano Bradley
1100 Berkshire Boulevard Suite 201
Wyomissing, PA 19610
Attention: E. Michael Zubey, Jr., Esquire
Telephone No.: (610) 372-7700
Facsimile No.: (610) 372-4865
E-Mail: mzubey@masanobradley.com

(b) If to the City:

City of Reading
815 Washington Street
Reading, PA 19601
Attention: Linda Kelleher, City Clerk
Telephone No.: (610) 655-6204
Facsimile No.: (610) 655-6697
E-Mail: Linda.Kelleher@readingpa.org

With a copy to:

City Solicitor
City of Reading
815 Washington Street
Reading, PA 19601
Attention: Charles D. Younger, Esquire
Telephone No.: (610) 655-6208
Facsimile No.: (610) 655-6427
E-Mail : Charles.Younger@readingpa.org

Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party in accordance with this Paragraph, except that any such change of address notice shall not be effective unless and until received. The attorney listed in this Paragraph for a party hereto may also send any notice on behalf of said party.

15. **Charter, Code and Ordinances:** This Agreement shall be subject to the provisions of the Charter and revised Municipal Code of the City of Reading.

16. The undersigned officer, agent, or employee of the Municipality and ARL represents and warrants that they have the authority to contract and bind the Municipality and ARL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and
year written first above.

CITY OF READING

By: _____
Thomas McMahon
Mayor

Attest:

City Clerk

**ANIMAL RESCUE LEAGUE OF
BERKS COUNTY, INC.**

By: _____
Barrie A. Pease, President

Attest:

Secretary

EXHIBIT "A"

[illegible]